



**Seattle Multimodal Terminal  
at Colman Dock  
Project**

**REQUEST FOR FINAL PROPOSALS  
for  
GENERAL CONTRACTOR/  
CONSTRUCTION MANAGER SERVICES**

**Division 00 52 33**

**Agreement for GC/CM Services**

**DATE ISSUED: Industry DRAFT February 23, 2015**

**PROPOSALS DUE: April 20, 2015**

**AGREEMENT FOR  
GENERAL CONTRACTOR / CONSTRUCTION MANAGER SERVICES**

**PROJECT:      Seattle Multimodal Terminal at Colman Dock Project**

THIS AGREEMENT is made and entered into by and between the Washington State Department of Transportation – Ferries Division (Owner) and [REDACTED], (Contractor), hereinafter referred to as the Parties. This Agreement shall be effective on the last signature date set forth below, and shall be the agreed basis for the performance of and compensation for Heavy Civil General Contractor/Construction Manager Services for the above project.

In Consideration of the mutual covenants and agreements of the Parties herein contained, the Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc., necessary to perform and complete in an acceptable manner all general contractor and all construction manager services and the Work called for in the Contract Documents for a total not to exceed Total Contract Cost (TCC) of:

Percent Fee of the MACC (\_\_\_\_)%                      \$\_\_\_\_\_

Percent Fee on the Negotiated  
Self-Perform Work (\_\_\_\_)%                      \$\_\_\_\_\_

Fixed Amount for Specified General Conditions                      \$\_\_\_\_\_

Maximum Allowable Construction Cost (MACC)                      \$\_\_\_\_\_

**Total Contract Cost: \$\_\_\_\_\_**

This Agreement is entered into pursuant to the provisions of RCW 39.10.200, RCW 39.10.210 and 39.10.340 through 39.10.410. Contractor agrees, as required by RCW 39.10.350, if the Work cannot be completed for the agreed Maximum Allowable Contract Cost (MACC), excepting increases due to Owner directed changes, regulatory changes, design errors and omissions, or unforeseen site conditions, any and all additional costs shall be the sole responsibility of the Contractor and Contractor hereby assumes liability for such costs without reimbursement by the Owner.

The Contract Documents are listed in Attachment A to this Agreement.

**ATTACHMENTS:** The following documents, whether attached hereto or not, are hereby incorporated by reference and made a part of this Agreement, as if set forth herein in full:

1. Attachment A: Contract Documents Summary
2. Attachment B: Negotiated Support Services – Basis of Understanding
3. Attachment C: Form of Construction Cost Estimate Summary
4. Attachment D: Contract Price Schedule
5. Attachment E: Matrix of Cost Allocation

This Agreement constitutes the entire understanding between the Contractor and the Owner relative to the matters identified herein. Upon receipt of this signed Agreement, Contractor is authorized to proceed.

OWNER:

Washington State Department  
of Transportation – Ferries Division

CONTRACTOR:

[Enter Contractor's Business Name]

By:

\_\_\_\_\_  
Signature Date

Name

\_\_\_\_\_

Title: \_\_\_\_\_

By:

\_\_\_\_\_  
Signature Date

Name:

\_\_\_\_\_

Title: \_\_\_\_\_

## **Attachment A**

### **Contract Documents**

- A. Agreement for General Contractor/Construction Manager Services with Attachments
- B. Article 1 – General Requirements for Heavy Civil GC/CM Contracts
- C. WSF Special Provisions including the General Conditions for Washington State Facility Construction
- D. WSF Federal Transit Administration Provisions for Construction Contracts
- F. WSDOT General Provisions
- G. Amendments to the Standard Specifications
- H. Standard Specifications for Road, Bridge and Municipal Construction M41-10  
WSDOT Standard Plans
- I. Contract Drawings dated \_\_\_\_\_
- J. The Request for Final Proposals dated March 25, 2015, including any amendments thereto by Addenda
- K. The Request for Proposals dated January 20, 2015, including any amendments thereto by Addenda

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## **Attachment B**

### **Negotiated Support Services – Basis of Understanding**

## Attachment C

### Form of Construction Cost Estimate Summary

#### Subcontract

<u>Bid Package No.</u>	<u>Description of Work for Subcontract Bid Package</u>	<u>Cost Estimate</u>
1		\$ _____
2		\$ _____
3		\$ _____
etc.		

#### Subtotal for Direct Subcontract Costs:

Estimating Contingency: (%\_\_\_\_) \$ \_\_\_\_\_

Escalation: (factor\_\_\_\_\_) \$ \_\_\_\_\_

Subcontractor Bonds: \$ \_\_\_\_\_

**ITEM NO. 1 TOTAL SUBCONTRACT COSTS: \$ \_\_\_\_\_**

#### Negotiated Self-Perform Work

Description of Work Cost Estimate

A. \$ \_\_\_\_\_

B. \$ \_\_\_\_\_

C. \$ \_\_\_\_\_

#### Subtotal: Direct Costs for

**Negotiated Self-Perform Work \$ \_\_\_\_\_**

Estimating Contingency : ( %\_\_\_\_) \$ \_\_\_\_\_

Escalation: (factor\_\_\_\_\_) \$ \_\_\_\_\_

**ITEM NO. 2 TOTAL NEGOTIATED SELF-PERFORM WORK: \$ \_\_\_\_\_**

**ITEM NO. 3 Negotiated Support Services: (Lump Sum) \$ \_\_\_\_\_**

**ITEM NO. 4 Contractor's Risk Contingency: (Lump Sum) \$ \_\_\_\_\_**

**MAXIMUM ALLOWABLE CONSTRUCTION COST: \$ \_\_\_\_\_**

**(Total of ITEM's 1, 2, 3 and 4 above)**

**Attachment D**

**Contract Price Schedule**

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**Attachment E**  
**Matrix of Cost Allocation**

**(Insert the Matrix of Cost Allocation and any modifications issued by Addenda during the proposal period here when the Agreement is executed.)**